



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

US EPA RECORDS CENTER REGION 5



479282

REPLY TO THE ATTENTION OF:

5HS-11

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Sportsman's Enterprises, Inc.
1126 Johnson Street
Elkhart, IN 46514

NOV. 14 1985

Re: Himco Landfill
Elkhart, Indiana

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) is presently investigating the circumstances surrounding the presence of hazardous substances in and around the Himco Landfill Site in Elkhart, Indiana. This action is being taken by U.S. EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) 42 U.S.C. §9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499.

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9604(e), amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, and pursuant to Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6927, you are hereby requested to respond to the following Information Requests. Compliance with the following Information Requests is mandatory. Failure to respond fully and truthfully to each and every Information Request within 30 days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by U.S. EPA pursuant to Section 3008 of RCRA under which U.S. EPA may seek the imposition of penalties of up to \$25,000 for each day of continued noncompliance, and/or pursuant to Section 104(e)(5) of CERCLA which, as amended, authorizes the U.S. EPA to seek penalties from a federal court of up to \$25,000 for each day of continued noncompliance. "Noncompliance" is considered by U.S. EPA to be not only failure to respond to the Requests but also failure to respond completely and truthfully to each Request. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties up to \$10,000 or up to five (5) years of imprisonment or both under 18 U.S.C. §1001.

In responding to this information request include any and all information relating to the following companies:

Himco Waste Away
Himco, Inc.

1. Provide a description of your business, including:
(SALES & SERVICE)
a. type of work performed at your facility; - RETAIL SPORTING GOODS SALES
b. manufacturing processes; - DOES NOT APPLY
c. wastes generated; COMMON WASTE - PAPER TOWELS - FLOOR SWEEPINGS
d. waste disposal practices; CONTAINER (DUMPSTER) EMPTIED 1 TIME PER WEEK
e. SIC number. ? NOT FAMILIAR WITH WHAT THIS IS (DOES NOT APPLY) BY HIMCO SEE ATTACHED AGREEMENT (SERVICE AGREEMENT)
2. Provide a list of all companies and individuals with which you made arrangements with to dispose of hazardous wastes. Also identify the individual responsible for making arrangements for the disposal or treatment of waste materials at your facility. DOES NOT APPLY NO HAZARDOUS WASTES
3. Did you ever make arrangements for disposal of waste materials with Himco, Inc. or Himco Waste-Away or any other company to dispose of waste at the Site? If the answer is "yes" to this question, please answer the following questions. (SEE AGREEMENT ATTACHED)
4. Provide copies of all shipping documents, or other business documents including receipts, relating to the transportation, storage and/or disposal of waste materials at the above referenced site.
5. Provide the generic, common or trade name and the chemical composition and character (i.e. liquid, solid, sludge) of the materials transported to, stored and/or disposed of at the above referenced site. N/A
6. For each waste material identified above, please give the total volume in gallons for liquids and in cubic yards for solids, for which you arranged disposal and list the dates when disposal occurred. N/A
7. Provide copies of all records, including analytical results, and material safety sheets, which indicate the chemical composition and/or chemical character of the waste material(s) transported to, stored, or disposed of at the above referenced site. N/A
8. Provide a list and description of all liability insurance coverage that is or was carried by you, including any self-insurance provisions that relate to hazardous substances and/or the facility identified above. N/A

To assist you in answering this request, the information sought pertains to any and all information in your possession, custody or control relating to the operation/cleanup of the above referenced site and to the transportation, storage, and/or disposal of hazardous substances, or the generation of

SWA Alex SH/S-71

SENDER: Complete items 1) and 2) when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to: Sportsman's Enterprises, Inc. 1126 Johnson Street Elkhart, IN 46514	4. Article Number P 962 679 396 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input checked="" type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise Always obtain signature of addressee for agent and DATE DELIVERED.
5. Signature — Address X	6. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent X B. Sticker Sportsman's Inc.	7. Date of Delivery 11-14-88

PS Form 3811, Mar. 1988 U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

P 962 679 396
RECEIPT FOR CERTIFIED MAIL
 NO INSURANCE COVERAGE PROVIDED
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

Sportsman's Enterprises, Inc. 1126 Johnson Street Elkhart, IN 46514	
Certified Fee	45
Special Delivery Fee	85
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	90
Return Receipt showing to whom Date, and Address of Delivery	
TOTAL Postage and Fees	
Postmark or Date	NOV 10 1988 CHICAGO IL USPO

PS Form 3800, June 1985

SWA Alex SH/S-71

HIMCO WASTE-AWAY SERVICE, INC.

P.O. BOX 1062

ELKHART, INDIANA 46515

AUG 15 1985

August 1, 1985

Mr. Wayne Stickel, President
Sportsmans Enterprises, Inc.
1126 Johnson St.
Elkhart, IN 46514

Dear Mr. Stickel:

I have enclosed an agreement covering the service Himco Waste-Away Service is presently providing your business. This agreement is needed to insure compliance of government mandated environmental regulations and to clarify the limits of our liabilities.

This agreement lists size of container, frequency of scheduled service, type of material allowed to be placed in container, proper location of container, terms of payment, and the monthly service charge which is guaranteed for one year and then continue on a month to month basis.

The rate adjustment, due to increased disposal costs will be effective September 1, 1985. This change will be reflected on your September 30, 1985 statement.

Please sign the enclosed agreement. Retain the yellow copy for your records. Return the white copy, in the envelope provided, to our office by August 30, 1985.

If you have any questions regarding the agreement or need assistance with your waste removal needs, please contact Mr. Craig Quimbach, our customer service representative, or myself.

Thank you for your continuing business.

Sincerely,

HIMCO WASTE-AWAY SERVICE, INC.



Charles H. Himes, Jr.



CHH/lb
Enclosure

Please read the information below and make any necessary corrections.

SERVICE AGREEMENT

TERMS AND CHARGES

Date Order Written August 1, 1985
Billing Information Name Sportsmans Enterprises, Inc.
Address 1126 Johnson St.

City Elkhart State IN Zip 46514

Customer Information
Purchase Order No. _____
Contact Person Wayne Strickel
Ownership/Pres. same
Phone Number 264-7315

Service Information
Type of Service 1 100 (200) 400
No. of Containers 3 cubic yard - 1 time per week
Container Size _____

Amount of Service

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
New							
Old							
Route							

Monthly Minimum \$41.50

Load/Extra Charge \$12.50

Date Service Starts September 1, 1985

Special Instructions _____

New Account Number 389

Date Completed August 8, 1985

Check List: Routing _____ Sales _____
Billing _____ Manager _____

This is a legally binding contract, and contractor agrees to provide and customer agrees to accept the following services and equipment at the charges and frequency of collection indicated below subject to the terms and conditions specified on the reverse side.

SERVICE AGREEMENT

Terms and Conditions of Service Agreement

Himco Waste-Away Service, Inc. (Himco) agrees to collect and dispose of all legally permitted solid wastes generated by said Customer. Customer warrants that all waste deposited for collection hereunder will not contain any hazardous or toxic waste as defined by applicable laws or regulations. This service agreement shall be in effect for a one year period and will remain in effect thereafter on a month-to-month basis until terminated by 30 days prior written notice by either party.

Himco places in the care, custody and control of said Customer appropriate equipment for the express purpose of collection and disposal of solid waste; such equipment is and shall remain the sole property of Himco. Customer further acknowledges that Himco shall not be liable for any damage to pavement or driving surface resulting from its trucks servicing an agreed upon area.

Customer agrees to indemnify and hold Himco harmless against all losses, claims, lawsuits or other liability for injury or damage to persons, property or the environment in connection with the use of equipment by Customer or breach of any warranty made herein by Customer.

Payment Terms: Net 10 Days

Customer agrees to pay Himco for services rendered hereunder in accordance with the terms and charges shown on the reverse side hereof; all charges are due in full on the 10th day of the month after the services are rendered. Any unpaid balance over 30 days will be subject to a late charge of 1-1/2% per month (APR 18%). Changes in frequency of collection service, or the number, capacity or type of equipment, and the corresponding changes in charges therefore may be agreed to orally or in writing. Consent to oral changes shall be evidenced by the actions and practices of the parties. Customer agrees to pay reasonable collection and legal fees incurred by Himco to collect any past due balance.

Agreed to by the undersigned parties by their duly authorized officers, employees, or agents, this 16th day of August, 19 85.

HIMCO WASTE-AWAY SERVICE, INC.

BY C. H. Hime, Jr. TITLE President

CUSTOMER Sportsmans Enterprises, Inc.

BY Wayne M. Stuebel TITLE President & Treasurer

Sportsman's Enterprises, Inc.

1126 Johnson St.
Elkhart, IN 46514

CERTIFIED

P 037 730 948

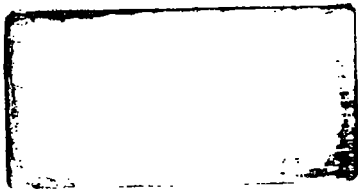
MAIL



Ms. Susan Swales (5HS-11)
Waste Management Division
U.S. EPA - Region V
230 South Dearborn Street
Chicago, Illinois 60604

H15m





~~CONFIDENTIAL~~

SPORTSMAN'S ENTERPRISES, INC.

1126 JOHNSON STREET

ELKHART, INDIANA 46514

Date December 12, 1988

RECEIVED
DEC 14 1988

TO

Ms. Susan Swales (5HS-11)
Waste Management Division
U.S. EPA - Region V
230 South Dearborn Street
~~Chicago, Illinois 60604~~

SUPERFUND PROGRAM
MANAGEMENT BRANCH

I certify that all information contained herein is true and accurate to the best of my knowledge and belief and that a diligent search for all documents responsive to this request has been completed.

State of Indiana
County of Elkhart

Subscribed and sworn before me this
12th Day of December, 1988

Notary

Gweneth J. Harris
Gweneth J. Harris

Wayne M. Stickel

Wayne M. Stickel
President & Treasurer

DPi 6640 Commission Expires 4/14/91

